Case 20-10251-amc Doc 62-2 Filed 09/20/21 Entered 09/20/21 09:30:35 Page 1 of 11 Exhibit

**ROCKET** Mortgage

**Modification Cover Letter** 

1050 Woodward Avenue | Detroit, MI 48226

Loan Information

Loan Number:

**Property Address: 842 N 28TH ST** 

PHILADELPHIA, PA 19130

Notice Date: 08/28/2021

**KRISTIN STAFFORD DANIEL J STAFFORD** 842 N 28TH ST, PHILADELPHIA, PA, 19130

Hi DANIEL J STAFFORD and KRISTIN STAFFORD,

We're now clear to move to the next steps of your modification.

**Your Modification Terms** Interest Rate: 3.2500%

Principal Balance: \$368,575.13

## Your Monthly Payment Breakdown

Principal and Interest Payment:

\$1,604.06

**Escrow Payment:** 

\$570.24

(may adjust periodically) Total Payment:

\$2,174.30

Next Payment Due Date:

10/01/2021

#### **Your Next Steps**

- First American will be calling you to schedule a signing agent appointment. If you haven't already, schedule an appointment with a signing agent by September 11, 2021. The signing agent will require a valid government-issued photo ID for each required signer. The executed Modification Closing Package must be returned no later than September 11, 2021.
- This is your copy of the Modification Closing Package. Our signing agent will bring a complete printed copy to your closing appointment. The signing agent will return the original documents to the following address:

First American

**DTO - Signing Services Dept** 

3 First American Way

Santa Ana, CA 92707

Upon the completion of the modification, you can access a copy of the fully executed modification agreement by signing in to your account at RocketMortgage.com.

If you have any questions or concerns, don't forget that we're here to help! You can contact us at (800) 508-0944, Monday - Friday, 8:30 a.m. -9:00 p.m. ET, and Saturday, 9:00 a.m. - 4:00 p.m. ET. You can also reach us by email at AccountResolution@RocketMortgage.com.

Sincerely,

Your Rocket Mortgage® Team

This communication is from a debt collector and is an attempt to collect a debt.

If you have an active bankruptcy or you received a bankruptcy discharge, we are sending this for informational or legal purposes only. We're not trying to collect against you personally. If you have any questions about this communication or your obligation to pay, please contact your attorney, if you want to send us a Qualified Written Request, a Notice of Error, or an Information Request, you must send it to Rocket Mortgage, LLC, P.O. Box 442359, Detroit, MI 48244-2359, or fax it to (877) 382-3138.

Phone: (800) 508-0944

Email: AccountResolution@RocketMortgage.com

Secure Fax: (877) 380-5084

Hours: Monday - Friday: 8:30 a.m. - 9:00 p.m. ET

Saturday: 9:00 a.m. - 4:00 p.m. ET

This Document Prepared By:
DAVID O'BRIEN
ROCKET MORTGAGE, LLC
635 WOODWARD AVE
DETROIT, MI 48226
(888) 663-7374

When Recorded Mail To: FIRST AMERICAN TITLE CO. 3 FIRST AMERICAN WAY SANTA ANA, CA 92707-9991

Tax/Parcel #: 151326500

[Space Above This Line for Recording Data] | I Principal Amount: \$385,825.00 | FHA/VA/RHS Case No.:10

Original Principal Amount: \$385,825.00 Unpaid Principal Amount: \$357,125.01 New Principal Amount: \$368,575.13

Capitalization Amount: \$11,450.12

Loan No:

# LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 28TH day of AUGUST, 2021, between DANIEL J. STAFFORD AND KRISTIN STAFFORD, HUSBAND AND WIFE ("Borrower"), whose address is 842 N 28TH ST, PHILADELPHIA, PENNSYLVANIA 19130 and ROCKET MORTGAGE, LLC, F/K/A

QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC. ("Lender"), whose address is 635 WOODWARD AVE, DETROIT, MI 48226, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated OCTOBER 17, 2016 and recorded on OCTOBER 24, 2016 in INSTRUMENT NO. 53128494, of the OFFICIAL Records of PHILADELPHIA COUNTY, PENNSYLVANIA, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

# 842 N 28TH ST, PHILADELPHIA, PENNSYLVANIA 19130 (Property Address)

the real property described is located in PHILADELPHIA COUNTY, PENNSYLVANIA and being set forth as follows:

# SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of, **SEPTEMBER 1, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$368,575.13, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. \$11,450.12.
- 2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.2500%, from SEPTEMBER 1, 2021. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,604.06, beginning on the 1ST day of OCTOBER, 2021, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on SEPTEMBER 1, 2051 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- 3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of

acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

- 4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- 5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
- 6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
- 7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

In Witness Whereof, Phaye executed his Agreement.	8.31-21
Borrower: DANIEL J STAFFORD  Staff OC	Date 8 3   2   .
Borrower: KRISTIN STAFFORD U  [Space Below This Line for Acknowledgme	Date 'ents]
BORROWER ACKNOWLEDGMENT	
State of Pennsylvania County of Middle Algust 3 This record was acknowledged before me on Algust 3 by DANIEL J STAFFORD, KRISTIN STAFFORD (name(s) of in	<u>202</u> (date) dividual(s)).
Signature of notarial officer	(Stamp)
Mena Allen, Notary Public Printed Name and Title of office	Commonwealth of Pennsylvania - Notary Seal KEENA ALLEN, Notary Public Montgomery County My Commission Expires February 4, 2025 Commission Number 1391180
My commission expires: 2 4 2025	Recorded to the contract of th

In Witness Whereof, the Lender has executed this Agreement.

ROCKET MORTGAGE, LLC F/K/A QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC., BY FIRST AMERICAN TITLE INSURANCE COMPANY, AS ITS **ATTORNEY-IN-FACT** (print name) (title) [Space Below This Line for Acknowledgments] LENDER ACKNOWLEDGMENT STATE OF CALIFORNIA **COUNTY OF ORANGE** The foregoing instrument was acknowledged before me this by SANDY KIEN. the MORTGAGE, LLC F/K/A QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC., BY FIRST AMERICAN TITLE INSURANCE COMPANY, AS ITS ATTORNEY-IN-FACT, a company, on behalf of said company. **KELLY RAY** COMM. # 2349204 NOTARY PUBLIC CALIFORNIA

Printed Name: \_\_\_\_\_\_\_

My commission expires:

Drafted By:

ROCKET MORTGAGE, LLC 635 WOODWARD AVE DETROIT, MI 48226 ORANGE COUNTY
My comm. expires Feb 27, 2025

#### **EXHIBIT A**

BORROWER(S): DANIEL J. STAFFORD AND KRISTIN STAFFORD, HUSBAND AND WIFE

LOAN NUMBER:

**LEGAL DESCRIPTION:** 

The land referred to in this document is situated in the CITY OF PHILADELPHIA, COUNTY OF PHILADELPHIA, STATE OF PA, and described as follows:

ALL THAT CERTAIN LOT OR PIECE OF GROUND WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED DESCRIBED ACCORDING TO A SURVEY THEREOF MADE BY F. BLOCH, ES., SURVEYOR AND REGULATOR OF THE FOURTH DISTRICT ON THE 18TH DAY OF OCTOBER, A.D., 1923, AS FOLLOWS, TO WIT:

SITUATE ON THE WEST SIDE OF TWENTY-EIGHTH STREET AT THE DISTANCE OF THREE HUNDRED TWENTY-TWO FEET EIGHT INCHES NORTHWARD FROM THE NORTH SIDE OF BROWN STREET IN THE FIFTEENTH WARD OF THE CITY OF PHILADELPHIA.

CONTAINING IN FRONT OR BREADTH ON THE SAID TWENTY-EIGHTH STREET FIFTEEN FEET EIGHT INCHES AND EXTENDING OF THAT WIDTH IN LENGTH OR DEPTH WESTWARD SIXTY-TWO FEET SIX INCHES TO THE MIDDLE OF A CERTAIN THREE FEET EIGHT INCHES WIDE ALLEY LEADING NORTHWARD INTO PARRISH STREET AND COMMUNICATING AT ITS SOUTHERN END THEREOF WITH A CERTAIN FOUR FEET WIDE ALLEY LEADING EASTWARD INTO TWENTY-EIGHTH STREET AND WESTWARD INTO NEWKIRK STREET.

ALSO KNOWN AS: 842 N 28TH ST, PHILADELPHIA, PENNSYLVANIA 19130

**HUD Modification Agreement** 

#### Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between ROCKET MORTGAGE, LLC, F/K/A QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC. (the "Lender") and DANIEL J. STAFFORD AND KRISTIN STAFFORD, HUSBAND AND WIFE (the "Borrower") dated AUGUST 28, 2021 the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

Sandy Klein	9-10-21
Lender Signature Notice PRESIDENT  By: SANDY KIEN VICE PRESIDENT	Date
Title:	F.3/2/
Borrower: DANIEL J STAFFORD, STOPPOOL	Date 8/31/Q/
Borrower KRISTIN STAFFORD	Date / /

Date: AUGUST 28, 2021 Loan Number: 3363007588

Lender: ROCKET MORTGAGE, LLC, F/K/A QUICKEN LOANS, LLC F/K/A QUICKEN LOANS

INC.

Borrower: DANIEL J STAFFORD, KRISTIN STAFFORD

Property Address: 842 N 28TH ST, PHILADELPHIA, PENNSYLVANIA 19130

### NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

#### THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Borrower: DANIEL J STAFFORD

Borrower: KRISTIN STAFFORD

Date: AUGUST 28, 2021 Loan Number:

Lender: ROCKET MORTGAGE, LLC, F/K/A QUICKEN LOANS, LLC F/K/A QUICKEN LOANS

INC.

Borrower: DANIEL J STAFFORD, KRISTIN STAFFORD

Property Address: 842 N 28TH ST, PHILADELPHIA, PENNSYLVANIA 19130

# ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of ROCKET MORTGAGE, LLC, F/K/A QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC.

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed of marketed by the Lender.

Borrower: DANIEL J STAFFORD

Borrower: KRISTIN STAFFORD

### **CERTIFICATE OF RESIDENCE**

# TITLE OF DOCUMENT LOAN MODIFICATION AGREEMENT (MORTGAGE)

**BETWEEN:** 

DANIEL J STAFFORD, KRISTIN STAFFORD (assignor/Mortgagor/grantor)

AND:

ROCKET MORTGAGE, LLC F/K/A QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC., BY FIRST AMERICAN TITLE INSURANCE COMPANY, AS ITS ATTORNEY-IN-FACT (assignee/Mortgagee/grantee)

I do hereby certify that the precise address of the within named Mortgagee is:

ROCKET MORTGAGE, LLC F/K/A QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC., BY FIRST

AMERICAN TITLE INSURANCE COMPANY, AS ITS ATTORNEY-IN-FACT
635 WOODWARD AVE

DETROIT, MI 48226

By: SANDY KLON

Title: VICE PRESIDENT